

CONTRACT #12
RFS # 332.34-03-07

University of Tennessee
Health Science Center
College of Medicine

VENDOR:
Galen Medical Center



THE UNIVERSITY of TENNESSEE

Vice President for Administration and Finance

711 Andy Holt Tower
Knoxville, TN 37996-0174
Phone: (865) 974-2243
Fax: (865) 974-1324

September 28, 2006

Mr. Jim White
Executive Director
Fiscal Review Committee
320 Sixth Avenue, North – 8th Floor
Nashville, TN 37243-0057

RECEIVED
OCT 03 2006
FISCAL REVIEW

Dear Mr. White:

The University of Tennessee is submitting a non-competitively bid contract exceeding \$250,000 for review in accordance with Public Chapter 413, Public Acts of 2003:

Contract with Galen Medical Center

The Galen Medical Center provides teaching and resident supervisory services in the university's internal medicine residency program during the resident's subspecialty rotation in gastroenterology. The proposed contract is a two-year contract with a maximum cost of \$246,000. This contract is before the committee for review as the original contract with the Galen Medical Center was for the period July 1, 2004 through June 30, 2005 with a maximum cost of \$120,000. The result is on-going cost of this non-competitively bid contract exceeding \$250,000. The original contract is referenced as Exhibit B in the proposed contract and is included in this transmittal for your review.

The Health Science Center has historically entered into annual contracts and fiscal staff are diligently reviewing our records to ensure that these contracts are presented for the committee's review. Because neither of these two contracts met the \$250,000 dollar review threshold, we had not previously identified the proposed contract as needing the committee's review. The pending release of a new contract reporting system should help address this oversight.

Please let me know if you or others have questions or need additional information for the attached contract.

Sincerely,

Sylvia Shannon Davis
Vice President for Administration and Finance

Attachment

c: Dr. John D. Petersen
Mr. Anthony Ferrara
Mr. Anthony Haynes
Dr. William Owen

CONTRACT SUMMARY SHEET

021406

RFS #				Contract #			
332.34-03-07				N/A			
State Agency				State Agency Division			
University of Tennessee				Health Science Center - College of Medicine			
Contractor Name				Contractor ID # (FEIN or SSN)			
Galen Medical Center				<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 62-1508884			
Service Description							
Provide teaching services for residents located in the Chattanooga area							
Contract BEGIN Date		Contract END Date		Subrecipient or Vendor?		CFDA #	
7/1/2005		6/30/2007		Vendor		N/A	
Mark Each TRUE Statement							
<input type="checkbox"/> N/A Contractor is on STARS				<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts			
Allotment Code		Cost Center		Object Code		Fund	
332.34		N/A		N/A		N/A	
Funding Grant Code		Funding Subgrant Code		Funding Grant Code		Funding Subgrant Code	
N/A		N/A		N/A		N/A	
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount		
2006				\$ 120,000.00	\$ 120,000.00		
2007				\$ 126,000.00	\$ 246,000.00		
TOTAL:	\$ -	\$ -	\$ -	\$ 246,000.00	\$ 246,000.00		
— COMPLETE FOR AMENDMENTS ONLY —				State Agency Fiscal Contact & Telephone #			
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Sylvia Davis, 865-974-2243				
			State Agency Budget Officer Approval				
			Sylvia Shannon Davis, VP Administration and Finance				
			Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)				
TOTAL:	\$ -	\$ -					
End Date							
Contractor Ownership (complete only for base contracts with contract # prefix: FA or GR). N/A							
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> NOT disadvantaged			
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged—				
Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)							
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation		<input type="checkbox"/> Alternative Competitive Method				
<input checked="" type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government(eg, ID, GG, GU)		<input type="checkbox"/> Other				
Procurement Process Summary (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)							
Teaching services must be provided by paid or clinical faculty and take place at our affiliate institutions in Chattanooga.							

**THE UNIVERSITY OF TENNESSEE
REQUEST: NON-COMPETITIVE CONTRACT**

APPROVED:

UT System Office Approval

Date

Each of the request items below indicates specific information that must be individually detailed or addressed as required. A request cannot be considered if information provided is incomplete, non-responsive, or does not clearly address each of the requirements individually as required.

1) UT Tracking Number	332.34-03-07		
2) Campus/Institute Name	The University of Tennessee Health Science Center		
3) Short Description:	Resident teaching and supervisory services		
4) Proposed Vendor:	Name:	Galen Medical Group	
	Vendor Number:	1016787	
	Vendor ID:	65-1508884	
5) Contract Start Date:			7/1/05
6) Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :			6/30/07
7) Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :			\$246,000
8) Approval Criteria : (select one)	<input type="checkbox"/>	use of Non-Competitive Negotiation is in the best interest of the university	
	<input checked="" type="checkbox"/>	only one uniquely qualified service provider able to provide the service	
9) Detailed Description of Service to be Acquired :			
Teaching services, including but not limited to supervision and teaching of residents as part of the specialty rotation; to serve as preceptors to train and supervise residents who are participating in the specialty clinic, if applicable; to train and supervise residents who are participating in Contractor's private office, if applicable; to participate in the didactic component of resident training, to participate in resident rounds and provide specialty consults for service patients.			
10) Explanation of the Need for or Requirement Placed on the Procuring Agency to Acquire the Service :			
The Galen Medical Group is the group practicing at Erlanger hospital that holds clinical faculty appointments who provide teaching services to the Department of Internal Medicine for the Chattanooga residents and medical students.			
11) Explanation of Whether the Procuring Agency Bought the Service in the Past, & if so, What Procurement Method It Used :			
The University had a previous contract with the Galen Medical Group from July 1, 2004 through June 30, 2005 that was non-competitively bid.			
12) Name & Address of the Proposed Vendor/Contractor(s):			

(not required if proposed contractor is a state education institution)									
Galen Medical Group, Division of Gastroenterology, 6918 Shallowford Road, Chattanooga, TN 37421									
13) Evidence of the Proposed Vendor/Contractor's Experience and Length of Experience Providing the Service :									
UT College of Medicine Chattanooga has contracted with Galen Medical Group since 7/1/2001 for this service.									
14) Documentation of Office for Information Resources Endorsement: (required only if the subject service involves information technology)	N/A								
15) Documentation of Department of Personnel Endorsement: (required only if the subject service involves training for state employees)	N/A								
16) Documentation of State Architect Endorsement: (required only if the subject service involves construction or real property related services)	N/A								
17) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :									
Teaching services must be provided by the paid or clinical faculty and must take place at our affiliate institution, Erlanger Health System, the Medicine Clinic, or private practice of the faculty member so it is not possible to bid this teaching requirement.									
18) Justification of Why the University Should Use Non-Competitive Negotiation Rather Than a Competitive Process: (Being the "only known" or "best" service provider to perform the service as desired will not be deemed adequate justification.)									
Teaching services must be provided by the paid or clinical faculty and must take place at our affiliate institution, Erlanger Health System, the Medicine Clinic, or the private practice of the faculty member. Erlanger Health System, the College of Medicine- Chattanooga's affiliated hospital, provides funding for graduate medical education and is the primary source of funding for this contract.									
<div style="margin-bottom: 20px;"> <u>APPROVALS:</u> </div> <div style="margin-bottom: 20px;"> <u>\$50,000 or Less</u> </div> <table style="width: 100%; border: none;"> <tr> <td style="width: 70%; border-bottom: 1px solid black; padding-bottom: 5px;">Department Head or Designee</td> <td style="width: 30%; border-bottom: 1px solid black; padding-bottom: 5px;">Date</td> </tr> <tr> <td style="border-bottom: 1px solid black; padding-bottom: 5px;">Campus/Unit Purchasing Officer or Designee</td> <td style="border-bottom: 1px solid black; padding-bottom: 5px;">Date</td> </tr> <tr> <td style="border-bottom: 1px solid black; padding-bottom: 5px;">Chancellor/Chief Business Officer or Designee</td> <td style="border-bottom: 1px solid black; padding-bottom: 5px;">Date</td> </tr> </table> <div style="margin-bottom: 20px;"> <u>Additional Approval (System) -- Greater than \$50,000</u> </div> <table style="width: 100%; border: none;"> <tr> <td style="width: 70%; border-bottom: 1px solid black; padding-bottom: 5px;">Vice President or their Designee</td> <td style="width: 30%; border-bottom: 1px solid black; padding-bottom: 5px;">Date</td> </tr> </table> <div> <u>Additional Approval -- \$250,000 or Greater</u> </div>		Department Head or Designee	Date	Campus/Unit Purchasing Officer or Designee	Date	Chancellor/Chief Business Officer or Designee	Date	Vice President or their Designee	Date
Department Head or Designee	Date								
Campus/Unit Purchasing Officer or Designee	Date								
Chancellor/Chief Business Officer or Designee	Date								
Vice President or their Designee	Date								

97120

THE UNIVERSITY OF TENNESSEE
CONTRACT

This Contract, made and entered into on June 1, 2006, documents the agreement between The University of Tennessee through its College of Medicine—Chattanooga (hereinafter University) and Galen Medical Group (Gastroenterology) (hereinafter Contractor).

This Contract consists of this cover page, the University's Standard Terms and Conditions, and 6 additional pages. Terms contained on this cover page and the University's Standard Terms and Conditions shall prevail over those of any attachment unless otherwise stated under "Other terms" below.

Contractor will provide the following: Teaching services for residents in the University Internal Medicine Residency Program during the resident's subspecialty rotation in gastroenterology ("specialty rotation"). As used herein, "teaching services" shall include, but not be limited to: the supervision and teaching of residents as part of the specialty rotation; to serve as preceptors to train and supervise residents who are participating in the specialty clinic, if applicable; to train and supervise residents who are participating in Contractor's private practice, if applicable; to participate in the didactic component of resident training, as applicable; to participate in resident training rounds, as applicable to specialty; and provide specialty consults for service patients.

The period of performance under this contract is from July 1, 2005 through June 30, 2007. However, the University may terminate this Contract by giving the Contractor at least thirty (30) days' written notice before the effective termination date. Contractor may terminate this Contract by giving the University at least thirty (30) days' written notice before the effective termination date if one of Contractor's physicians who had been providing teaching services pursuant to this Contract becomes unable to teach for any reason, and Contractor is unable to replace such physician after reasonable efforts. In the event either party should terminate this Contract by notice, the Contractor shall be entitled to receive equitable compensation for satisfactory authorized work completed as of the termination date.

The University will compensate the Contractor \$120,000.00 for the first year of the Contract July 1, 2005 – June 30, 2006.
The University will compensate the Contractor \$10,500.00 per month for a total of \$126,000.00 in second year of the Contract July 1, 2006-June 30, 2007. ✓

Other payment terms: Payments to the Contractor shall be made on or before either the thirtieth (30th) day or the last day of the month following the month in which teaching services are rendered.

The University's maximum liability under this Contract is \$246,000.00.

Other terms (N/A if none): (1) All physicians involved in the instruction of medical students and residents will hold a faculty appointment with the Chattanooga Unit of the UT College of Medicine ("UTCOCM"); (2) Contractor shall complete and return to UTCOCM a monthly log of teaching services per physician on the form attached hereto as Exhibit A as may be updated from time to time by University; (3) Each party to this Contract represents and warrants that the compensation paid pursuant to this Agreement is and shall be based upon the fair market value of such services and has not been determined in a manner that takes into account or otherwise reflects referrals to, or other business generated by, Contractor or Contractor's physicians to either UTCOCM or Chattanooga-Hamilton County Hospital Authority d/b/a Erlanger Medical Center ("Erlanger"); (4) to the extent that Contractor shall provide resident teaching services in non-Erlanger space, Contractor shall execute a resident rotation agreement with Erlanger as attached hereto as Exhibit B; and (5) Contractor hereby warrants that any physician receiving compensation for the performance of services pursuant to this agreement is, and shall continue to be, compensated based upon the fair market value of services rendered by that physician and not in a manner that takes into account or otherwise reflects referrals to, or other business generated by, such physician to either UTCOCM or Erlanger.

In witness of their acceptance of the terms of this agreement, the parties have had this Contract executed by their duly authorized representatives.

FOR CONTRACTOR:

Walter D. Parkhurst
(Signature)
Walter D. Parkhurst
(Please type name)
President
(Title)

Address:
Galen Medical Group Div. of Gastroenterology
6918 Shallowford Road
Chattanooga, TN 37421

(423) 266-1131
Telephone No.

62-1508884
SS No. Or Fed Id. No.
N TEB 464575 v1
2825998-000001 05/19/2004

FOR UNIVERSITY:

Department Name Chattanooga Unit
UT College of Medicine

Responsible Account Erlanger Support
(If applicable) E094505

Administrative Signatures

R.G. Blankenbaker
R.G. Blankenbaker, M.D., Assoc. Dean, Chatta. Unit

Anthony A. Ferrara
Vice Chancellor
Finance & Operations

STANDARD TERMS AND CONDITIONS

1. The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature page of this Contract.
2. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
3. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
4. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of non-discrimination.
8. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.
9. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
10. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
11. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
 - A. A Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
 - B. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
 - Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
 - Unfair advantage to or favored treatment for a third party outside the University.
 - C. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.

The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:

 - A. Any partners or employees of the Contractor who are also employees of the University.
 - B. Any relatives of the Contractor's partners or employees who work for the University.
 - C. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
12. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
13. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law).

EXHIBIT A

EHS RESIDENT SUPERVISION SCHEDULE

[Name of Attending]	[Site of Service Delivery]
---------------------	----------------------------

Month, Year

Day of Month	Residents Supervised on that Day
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
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19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	

By signing this document, I hereby certify that I supervised and engaged in teaching activities with respect to the residents named on the days listed.

Attending Name

Date

Please return this form to University of Tennessee College of Medicine--Chattanooga Unit to the attention of Jane Clay, Business Manager.

The Department of Internal Medicine certifies that the teaching activities listed did occur and meet the educational requirements for Internal Medicine as outlined by the Residency Review Committee and the terms of the contract.

Chairman

Date

The Rest of this Form is to be completed by Erlanger Health System

I hereby certify that: (i) to the best of my knowledge, information contained in this timesheet is accurate; and (ii) the non-provider site meets the requirements necessary to allow EHS to claim the resident's FTEs in its cost reports.

Reviewed and Approved:

EHS Administrator

Date

EXHIBIT B

RESIDENT ROTATION AGREEMENT
For Residency Rotations Where Preceptor Physicians
Are Compensated by the University of Tennessee ^{through it} College of Medicine

This Resident Rotation Agreement ("Agreement") is made and entered into by and among
Chattanooga-Hamilton County Hospital Authority ("Erlanger") and
Galen Medical Group, PC ("Nonprovider Site").



RECITALS

WHEREAS, University of Tennessee ^{through it} College of Medicine - Chattanooga Unit ("University") operates a number of approved medical residency programs ("Programs") intended to provide education, training, and clinical experience to residents participating in the Programs ("Residents");

WHEREAS, University and Erlanger have entered into an Affiliation Agreement, dated as of July 1, 1993, as amended from time to time, whereby Erlanger bears the costs of training Residents by reimbursing University for substantially all costs incurred in employing and training Residents, including Resident salaries and fringe benefits;

WHEREAS, the University is involved extensively in the Programs;

WHEREAS, the University employs and contracts with physicians who train Residents and is reimbursed by Erlanger for University's costs relating to physician supervisory training activities with respect to Residents;

WHEREAS, Nonprovider Site operates a site where physicians diagnose and treat patients and is willing to accept Residents for rotations on its premises with supervisory training activities of Residents furnished by physicians compensated by University;

WHEREAS, Erlanger makes claims to the Medicare program for payment of graduate medical education costs and includes time spent by residents in certain nonhospital settings as part of the calculation used to make claims to the Medicare program for these costs;

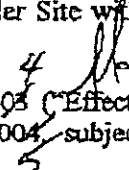
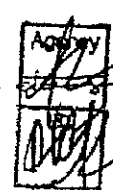
WHEREAS, Nonprovider Site does not qualify for provider-based status under Medicare Part A;

WHEREAS, in some instances Nonprovider Site may not be a legal entity separate from University or Erlanger, but this Agreement is executed by a person responsible for operation of the Nonprovider Site for the purpose of complying with regulations relating to Medicare reimbursement for graduate medical education expenses;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. **Acknowledgement of Payment for Teaching Physicians Costs.** Nonprovider Site and Erlanger acknowledge that Erlanger provides the financial support for the teaching time of supervising physicians. Erlanger makes payments to University for teaching physician time to reimburse University's costs for physicians who engage in supervisory training activities for Residents at Nonprovider Sites. Erlanger's payments to University are negotiated

through a process separate from this Agreement. University, in turn, pays Nonprovider Site for the supervision and training of Residents rotating through Nonprovider Site.

2. **Nonprovider Site Acknowledgments.** Nonprovider Site acknowledges that: (a) University pays Nonprovider Site for the supervision and training of Residents rotating through Nonprovider Site and (b) Erlanger makes no direct payments to Nonprovider Site for the supervision and teaching of Residents rotating to Nonprovider Site.
3. **Medicare Compliance.** Nonprovider Site agrees to assist Erlanger in complying with Medicare laws and regulations regarding Medicare payments to Erlanger for graduate medical education costs related to the Programs, including furnishing supporting documentation regarding Resident rotations and supervising physician activities at Nonprovider Sites. In the event the Medicare regulations are amended, and such amended regulations are in conflict with the provisions contained in this Agreement, this Agreement shall be automatically amended to conform to the new Medicare regulations, which will be set forth in a written amendment executed by the parties.
4. **Access to Books and Records.** Nonprovider Site agrees that until the expiration of four (4) years after the furnishing of any service pursuant to this agreement, it shall make available, upon written request to the Secretary of the Department of Health and Human Services or upon request to the Comptroller General or any of their duly authorized representatives, this Agreement, and books, documents, and records of Nonprovider Site that are necessary to certify the nature and extent of the cost incurred by Nonprovider Site with respect to this Agreement.
5. **Term.** The term of this Agreement shall commence on July 1, 2003⁴ ("Effective Date"), and shall remain in effect for one (1) year through June 30, 2004⁵, subject to its earlier termination in accordance with the terms of this Agreement.  
6. **Renewal and Termination.** This Agreement shall automatically renew for successive one-year terms subject to Erlanger and University reaching agreement on the budget for graduate medical education activities to be reimbursed by Erlanger to University, provided that this Agreement shall automatically terminate upon: (i) the termination of Erlanger's or the University's involvement in graduate medical education programs; (ii) the closure or sale of the Hospital; (iii) the Nonprovider Site giving sixty (60) days notice of termination or (iv) the closure or sale of Nonprovider Site. At any time, the parties may also mutually agree in writing to terminate this Agreement.
7. **Governing Law.** This Agreement shall be governed by and construed and enforced, in all respects, in accordance with the laws of the State of Tennessee.
8. **Partial Invalidity.** If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable law and shall not invalidate the remaining provisions hereof, unless such invalidity or unenforceability would defeat the essential business purpose of this Agreement.
9. **Notices.** All notices which are required or permitted to be given pursuant to this Agreement shall be in writing and shall be sufficient in all respects if delivered personally or by registered or certified mail, postage prepaid, addressed to a party as indicated below:

If to Erlanger:

Erlanger Medical Center

975 East Third St.
Chattanooga, TN 37403
Attention: Mel Twiest, M.D.

If to Nonprovider Site:


Nonprovider Site
Galen Medical Group, PC
6918 Shallowford Road, #302, Chattanooga, TN 37403
Attention: Angie Robinson

10. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute but one and the same instrument.
11. Non-referrals. Nothing contained herein or in connection with the transactions between the parties contemplated hereby is intended by either party to induce the referral or cross referral of patients by the other party, or to be consideration to the other party for any such referral or cross referral.
12. Successors and Assigns. This Agreement and the rights, privileges, duties and obligations of the parties hereunder shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
13. Entire Agreement/Amendment. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties. This Agreement may be amended or modified only by a written instrument signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

Erlanger:

Chattanooga-Hamilton County Hospital Authority


By: 

Name: Mel Twiest, M.D.

Title: Chief Medical Officer

Date: 2/14/04

Nonprovider Site:

By: 

Name: Steven K. Twaddle

Steven K. Twaddle

Title: CEO

Date: 6-30-04

University of Tennessee:

By: 

Name: Raymond H. Colson

Title: Vice Chancellor / Administration

Date: 2/20/04